

**City of Round Rock**  
**REQUEST FOR PROPOSALS**  
**RED LIGHT CAMERA ENFORCEMENT PROGRAM**

**PART I**  
**GENERAL INFORMATION**

**1. PURPOSE**

- 1.1. The City of Round Rock, Texas seeks the services of qualified contractor(s) to provide F.O.B. Destination, camera systems capable of detecting and recording red light violations, and providing back office citation processing as described in this Request for Proposal. The City of Round Rock seeks to improve its enforcement of traffic laws, specifically for red light traffic signal photo enforcement and associated services. This project will assist in efforts to improve the overall safety of the community.

**2. DEFINITIONS:** The following definitions will be used for identified terms throughout the specification and proposal document:

- 2.1. Agreement – a mutually binding legal document obligating the Vendor to furnish the goods, equipment or services, and obligating the City to pay for it.
- 2.2. City – identifies the City of Round Rock, Travis and Williamson Counties, Texas.
- 2.3. Deliverables means the goods, products, materials, and/or services to be provided to the City by Proposer if awarded the agreement.
- 2.4. Goods represent materials, supplies, commodities and equipment.
- 2.5. Professional Services means services that use skills that are predominantly mental or intellectual, rather than physical or manual including, but not limited to, accounting, architecture, land surveying, law, medicine, optometry and professional engineering.
- 2.6. Proposal is a complete, properly signed response to a Solicitation that if accepted, would bind the Proposer to perform the resulting agreement.
- 2.7. Proposer identifies persons and entities that submit a proposal.
- 2.8. Purchase Order - is an order placed by the Purchasing Office for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Proposer, becomes an agreement. The Purchase Order is the Proposer's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
- 2.9. Services - work performed to meet a demand. The furnishing of labor, time, or effort by the vendor and their ability to comply with promised delivery dates, specification and technical assistance specified
- 2.10. State – identifies the State of Texas.
- 2.11. Subcontractor - any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor's obligations arising from an agreement with the City.
- 2.12. Turnkey – indicates fully equipped and ready to go into operation.
- 2.13. TxDOT – identifies the State of Texas Department of Transportation.
- 2.14. Vendor (sometimes referred to as Contractor) - a person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from an agreement or purchase order.

**3. CONFLICT OF INTEREST**

- 3.1. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed Conflict of Interest Questionnaires may be mailed or delivered by hand to the City Secretary. If mailing a completed form, please mail to:

**City of Round Rock  
Christine Martinez, City Secretary  
221 East Main  
Round Rock, Texas 78664-5299**

- 3.2. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the vendor's proposal.

4. **CITY CONTACT:** All responses for Request for Proposals (RFP), as well as any questions, clarifications or requests for general information are to be directed to:

**Randy Barker  
Purchasing Supervisor  
221 East Main  
Round Rock, TX 78664-5299  
Telephone (512) 218-3295  
Fax (512) 218-7028  
[rbarker@round-rock.tx.us](mailto:rbarker@round-rock.tx.us)**

- 4.1. The individual above may be telephoned for clarification of the specifications of this Request for Proposals only. No authority is intended or implied that specifications may be amended or alternates accepted prior to closing date without written approval of the City. Under no circumstances will private meetings be scheduled between Proposer and city staff.

**5. EX PARTE COMMUNICATION:**

- 5.1. Please note that to insure the proper and fair evaluation of a proposal, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Proposer to a City Official or Employee evaluating or considering the proposals prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between Proposer and the City after the deadline for questions will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Ex parte communication may be grounds for disqualifying the offending Proposer from consideration or award of the solicitation then in evaluation, or any future solicitation.

**6. PROPOSAL SCHEDULE**

- 6.1. It is the City's intention to comply with the following proposal timeline:

6.1.1.	Request for Proposals released	<b>June 12, 2007</b>
6.1.2.	Deadline for questions	<b>June 29, 2007</b>
6.1.3.	City response to all questions/addendums	<b>July 6, 2007</b>
6.1.4.	Responses for RFP due by <b>3:00 p.m.</b>	<b>July 17, 2007</b>

**NOTE:** These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Proposer.

- 6.2. All questions regarding the RFP shall be submitted in writing (either electronically, fax, or regular mail) by **5:00 pm on June 29, 2007** to above named City Contact. All interested firms will be provided with a copy of the questions submitted and the City's response. Questions shall be submitted to the contact named above.

**7. PROPOSAL DUE DATE:**

- 7.1. Sealed proposals are due no later than **3:00 p.m., July 17, 2007** to the office of the Purchasing Department. Mail or carry sealed proposals to:
- City of Round Rock, Texas  
221 East Main  
Round Rock, Texas 78664-5299**
- 7.2. Proposals received after this time and date will not be considered.
- 7.3. Sealed proposals should be clearly marked on the outside of packaging "**DO NOT OPEN – RFP 07-027 RED LIGHT CAMERA ENFORCEMENT PROGRAM**".
- 7.4. Facsimile or electronically transmitted proposals are not acceptable.
- 7.5. Each proposal and each proposal variation shall be submitted in one (1) original and five (5) copies.

**8. PROPOSAL SUBMISSION REQUIREMENTS:** Interested and qualified firms or teams shall:

- 8.1. Submit one (1) original and five (5) copies of materials that demonstrate their experience in performing projects of this scale and complexity.
- 8.2. Documentation shall include:
- 8.2.1. Identification of the firm/team responding to the RFP to include a brief summary of team member experiences.
  - 8.2.2. A summary demonstrating the firm's/team's qualifications to satisfy all the technical areas identified in the specification.
  - 8.2.3. A representative list of projects of a scale and complexity similar to the project being considered by the city. The list should include the project location, client, services provided by your firm for the project, term of sponsorship and an owner contact name.
  - 8.2.4. Project timeline outlining the steps the firm would take in the implementation of the project.
- 8.3. Provide references: Provide the name, address, telephone number and point of contact of at least three clients that have utilized the same or similar product and services within the last 2 years. References may be checked prior to award. Any negative responses received may result in disqualification from consideration for award. **Failure to include references with submittal may result in disqualification from consideration for award.**
- 8.4. Identify any subcontractors to be used for this project. Experience, qualifications and references of the subcontractors shall be submitted. The City reserves the right to approve or disapprove all subcontractors prior to any work being performed.

**9. CONFIDENTIALITY OF PROPOSAL CONTENT**

- 9.1. All proposals submitted in response to this RFP shall be held confidential until an agreement is awarded. Following the agreement award, proposals are subject to release as public information unless the proposal or specific parts of the proposal can be shown to be exempt from the Texas Public Information Act. Proposers are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Proposers.
- 9.2. If a Proposer believes that a proposal or parts of a proposal are confidential, then the Proposer shall so specify. The Proposer shall stamp in bold red letters the term "CONFIDENTIAL" on that part of the proposal, which the Proposer believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All proposals and parts of proposals that are not marked as confidential will be automatically considered public information after the agreement is awarded.

**10. CLARIFICATION OF PROPOSALS**

- 10.1.** The City reserves the right to request clarification or additional information specific to any proposal after all proposals have been received.

**11. EVALUATION CRITERIA:** All proposals received shall be evaluated based on the best value for the City by considering all or part of the criteria listed below, as well as any relevant criteria specifically listed in the solicitation:

- 11.1.** Price;
- 11.2.** Long-term cost to the City to acquire Proposer's goods and services;
- 11.3.** The extent to which the goods or services meet the City's needs;
- 11.4.** Completeness, technical competence and clarity of the proposal;
- 11.5.** Project process and outline;
- 11.6.** Compliance with requested form and information;
- 11.7.** Reputation of the Proposer and the Proposer's services;
- 11.8.** Technical expertise;
- 11.9.** Client list/sponsor reference and experience;
- 11.10.** Proposer's past relationship with the City. All vendors will be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, late delivery.

**12. EVALUATION PROCESS**

- 12.1.** A committee comprised of City Staff and others as appropriate will review the responses to the RFP and may develop a short list of firms/teams.
- 12.2.** Interviews and/or demonstrations may be conducted with any responding firms/teams to discuss their qualifications, resources, and availability to provide the services requested.
  - 12.2.1.** Upon completion of the evaluation, the selection committee may recommend a firm/team for the project identified.
  - 12.2.2.** An agreement with the recommended firm/team for the project will then be negotiated. This process will be completed with the City Council's authorization to the Mayor for the execution of the agreement or the execution of the agreement by the City Manager.
- 12.3.** The City of Round Rock will not provide compensation or defray any cost incurred by any firm related to the response to this request. The City of Round Rock reserves the right to negotiate with any and all persons or firms. The City of Round Rock also reserves the right to reject any or all proposals, or to accept any proposal deemed most advantageous, or to waive any irregularities or informalities in the proposal received, and to revise the process and/or schedule as circumstances require.

**PART II  
GENERAL TERMS AND CONDITIONS**

**1. AGREEMENT:** The term of the Agreement resulting from the solicitation may be for five consecutive twelve-month periods of time from the effective date and shall remain in full force and effect unless and until it expires by operation of the term stated or until terminated or extended as provided herein. The City Manager reserves the right to:

- 1.1.** Renew the Agreement for two additional periods of time not to exceed twelve months for each renewal provided both parties agree.
- 1.2.** Review the following at the end of each twelve-month review period or renewal:
  - 1.2.1.** Vendor performance;
  - 1.2.2.** Price;
  - 1.2.3.** Continuing need;
  - 1.2.4.** Advancements in technologies and or service;
  - 1.2.5.** The City may terminate the Agreement with or without cause or may continue through the next twelve-month review or renewal period.



2. **PRICE:** The agreement price shall be firm for the duration of the agreement or extension periods except as provided for in paragraph below. No separate line item charges shall be permitted for either proposal or invoice purposes, which shall include equipment rental, demurrage, costs associated with obtaining permits or any other extraneous charges.
3. **PRICE ADJUSTMENT:** The City may permit "unit price" adjustments upward annually, upon renewal of agreement, only as a result of a cost increase in goods or services in accordance with the Producers Price Index located at <http://stats.bls.gov/ppi/home.htm>. Any price increase shall be requested by the Vendor in writing and accompanied with the appropriate documentation to justify the increase. All price increases are subject to City approval before they become effective unto this agreement. The vendor may offer price decreases in excess of the allowable percentage change.
4. **INTERLOCAL COOPERATIVE CONTRACTING**  
Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Round Rock's solicitation, with the consent and agreement of the successful vendor(s) and the City of Round Rock. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in vendor's response. However, all parties indicate their understanding and all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.
5. **INDEMNIFICATION:** The successful Proposer shall indemnify, save harmless and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney fees and any and all other costs or fees incident to any work done as a result of this quote and arising out of a willful or negligent act or omission of the successful Proposer, its officers, agents, servants, and employees; provided, however, that the successful Proposer shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees, or third parties.
6. **INSURANCE:** The successful Proposer shall meet or exceed ALL insurance requirements set forth by the City of Round Rock as identified in **Attachment A** to the specifications. Any additional insurance requirements of participating or cooperative parties will be included as subsequent Attachments and shall require mandatory compliance.
7. **VENUE:** The agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in the applicable court, Williamson County, Texas.
8. **DISCLOSURE OF LITIGATION**
  - 8.1. Each Proposer shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty.
9. **RIGHT TO REPRODUCE DOCUMENTATION AND OTHER INFORMATION**
  - 9.1. The City shall have the right to reproduce any and all manuals, documentation, software or other information stored on electronic media supplied pursuant to the agreement at no additional cost to the City, regardless of whether the same be copyrighted or otherwise restricted as proprietary information; provided, however, that such reproductions shall be subject to the same restrictions on use and disclosure as are set forth in the agreement.
  - 9.2. The Awarded Proposer agrees to execute any non-exclusive copyright assignments or reproduction authorizations that may be necessary for the City to utilize the rights granted in this subparagraph.

**10. INDEPENDENT CONTRACTOR**

- 10.1.** It is understood and agreed that the Contractor shall not be considered an employee of the City.
- 10.2.** The Contractor shall not be within protection or coverage of the City's Worker' Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City from time to time may have in force and effect.

**PART III  
SPECIFICATIONS**

**1. SCOPE OF WORK**

- 1.1.** The City requests proposals for a full service, turnkey program for red light traffic signal photo enforcement and associated services. The City seeks a combined red light camera system and complete turnkey solution package including all necessary support services. For the purpose of this RFP, a Red Light Camera Enforcement system is defined as inclusive of all equipment and personnel required for automated enforcement of red light violations in concert with the City.

**2. RED LIGHT VIOLATION**

- 2.1.** As defined in Section 544.007 of the Texas Transportation Code (**Attachment E**):
  - 2.1.1.** An operator of a vehicle facing only a steady red signal shall stop at a clearly marked stop line. In the absence of a stop line, the operator shall stop before entering the crosswalk on the near side of the intersection. A vehicle that is not turning shall remain standing until an indication to proceed is shown. After stopping, standing until the intersection may be entered safely, and yielding right-of-way to pedestrians lawfully in an adjacent crosswalk and other traffic lawfully using the intersection, the operator may:
    - 2.1.1.1.** turn right; or
    - 2.1.1.2.** turn left, if the intersecting streets are both one-way streets and a left turn is permissible.

**3. PROJECT DUTIES**

**3.1. Engineering**

- 3.1.1.** The awarded vendor shall provide and install all equipment necessary to identify and photograph motor vehicles violating signalized lights.
  - 3.1.1.1.** All applicable elements proposed shall meet or exceed requirements identified in Manual on Uniform Traffic Control Devices (MUTCD), 2003 Edition with Revision Number 1 Incorporated, dated November 2004.
- 3.1.2.** Required hardware shall include, at a minimum, all computer interfaces, software, cameras, flash strobes, non-invasive violation detection, wiring and any necessary appurtenances to support a fully functional Red Light Camera Enforcement system.
- 3.1.3.** The awarded vendor shall provide a complete set of design drawings and installation plans signed and sealed by an engineer registered in the State of Texas.
  - 3.1.3.1.** The installation plans shall include all electrical, electronics, signing, civil and mechanical work pertaining to the monitoring equipment.

**3.2. Site Selection, Analysis and Design**

- 3.2.1.** The City shall make the final selection of enforced approaches; however, the City will rely on the selected vendor to provide critical site analysis and information to assist in the selection process.
  - 3.2.1.1.** Vendor shall detail its proposed site selection and analysis methodology.
  - 3.2.1.2.** Vendor shall present examples of previous implementation strategy and results.
  - 3.2.1.3.** Vendor shall identify personnel responsible for site design.

3.2.1.3.1. Vendor shall provide detail of specified personnel's experience in developing plans for the City intersections.

3.2.1.4. Vendor shall be responsible for preparing installation plan designs.

3.2.1.5. Proposal shall include method and conditions for modification of selected locations as deemed necessary by the City.

### 3.3. Permitting

3.3.1. Prior to installation, the City and the TXDOT (when applicable) shall approve the design and installation of the system.

3.3.1.1. Installation of equipment shall minimize disruption of roadway surfaces.

3.3.1.2. Installation of equipment shall conform to all city, county, state and federal guidelines.

3.3.2. Selected vendor shall be responsible for obtaining all necessary permits and approvals required by the City and TxDOT for installation of the red light camera system.

3.3.2.1. For the purpose of developing installation timeframes, vendors shall assume a 30 calendar-day permit process. If the permit process takes longer than 30 days, vendors will be provided with additional time for final installation equal to the same number of extra days required to obtain permits.

3.3.2.2. Proposal shall include details on vendor's ability to obtain permits and approvals.

### 3.4. Installation

3.4.1. Vendor shall provide and install all necessary equipment including poles, camera boxes, sensors, related wiring and any supplementary equipment to operate the Red Light Camera Enforcement system.

3.4.2. Installation shall be completed in accordance with a schedule mutually agreed to by the City and the vendor.

3.4.3. Proposal shall fully describe all installation methods and procedures.

3.4.4. Before beginning work on State of Texas right-of-way, the entity performing the work shall provide the State with a fully executed copy of the State's Form 20.120 CSS, Certificate of Insurance (**Attachment B**), verifying the existence of coverage in the amounts and types specified on the certificate of insurance for all persons and entities working on State right-of-way. The coverage shall be maintained until all work on the State right-of-way is complete. If coverage is not maintained, all work on the State right-of-way shall cease immediately.

### 3.5. Signage

3.5.1. Proposal shall clearly describe vendor role in signage responsibilities.

3.5.1.1. All signage shall meet or exceed requirements of all applicable local, state and federal laws.

### 3.6. Project Work Plan

3.6.1. Selected vendor shall be required to complete site analysis within 30 days of Notice to Proceed.

3.6.2. Selected vendor shall submit a Project Work Plan or implementation timeline for the entire project.

3.6.2.1. Plan shall describe the project management methodology and activities needed to complete total project implementation.

3.6.2.2. A typical plan shall:

3.6.2.2.1. Be presented in chart form.

3.6.2.2.2. Indicate weekly and monthly activities in support of the implementation, including quality control reviews and participation of subcontractors.

3.6.2.2.3. Provide milestones, anticipated completion dates and all events required.

#### **4. VIOLATION DETECTION**

##### **4.1. Accuracy**

- 4.1.1. Proposal shall include detailed description of vendor's ability to achieve detection accuracy.
- 4.1.2. Vendor shall describe the system's speed detection accuracy.

##### **4.2. System Configuration**

- 4.2.1. The installation and operation of the camera monitoring equipment shall not damage the highway/roadway, impair safety, impede maintenance or in any way restrict operation of the highway/roadway.
- 4.2.2. Digital camera system shall cover up to four lanes of traffic, including left turn and right turn lane violations that have their own separate signal indicator.
- 4.2.3. Describe how proposed system can be configured to maximize issuance for various approach configurations.

##### **4.3. Telecommunications/Data Transfer**

- 4.3.1. Describe the telecommunications infrastructure used to connect the camera systems with violations processing network.
- 4.3.2. Describe the back-up system in the event telecommunications are shut down.
- 4.3.3. All telecommunication charges shall be included in vendor's monthly fees.

##### **4.4. System Programming**

- 4.4.1. Proposal shall describe the level of system programming offered by the proposed camera system, to include but not limited to:
  - 4.4.1.1. Lane settings;
  - 4.4.1.2. Speed threshold settings.

##### **4.5. Primary and Auxiliary Flash Components**

- 4.5.1. Description of proposed flash equipment and set up, if applicable.

##### **4.6. Intersection Lighting**

- 4.6.1. Proposal shall include vendor solution for variant lighting conditions at intersections.

##### **4.7. Camera Housings**

- 4.7.1. Camera housing shall mount atop a pole to allow both horizontal and vertical adjustment at the intersection.
  - 4.7.1.1. The housing shall be securely mounted on the top of the pole;
  - 4.7.1.2. The pole is required to have the following characteristics:
    - 4.7.1.2.1. Minimum of eight (8) to maximum of twelve (12) feet from ground level to the base of the housing;
    - 4.7.1.2.2. Meet TxDOT pole standards as identified in **Attachment C**;
    - 4.7.1.2.3. Secure installation to the ground mounting surface;
    - 4.7.1.2.4. Available access to requisite conduit feed;
    - 4.7.1.2.5. Adherence to breakaway mounting regulations as identified in **Attachment C**.
  - 4.7.1.3. All cable assemblies and terminal blocks shall be mounted and dressed within the camera housing.

#### **5. CAMERA SYSTEM REQUIREMENTS**

- 5.1. Vendor shall provide digital camera systems capable of photographing through still and video, the rear of vehicles whose drivers commit red light violations so as to clearly identify license plates.
- 5.2. As primary evidence, the system must capture at least two (2) still environment photographs per violation, as well as a third license plate image.

- 5.2.1. The first environment photograph shall depict the vehicle behind the legal point of violation with the governing traffic signal visibly red in the photograph.
- 5.2.2. The second environment photograph shall depict the same vehicle continuing through the intersection, beyond the legal point of violation with the traffic signal visibly red in the photograph.
- 5.2.3. A third license plate image shall be provided that is clear and legible.
- 5.2.4. Black and white photographs are not acceptable for any of the three images.
- 5.3. Vendor shall provide detailed description of the camera system's ability to comply with the following:
  - 5.3.1. Accurately detect red light violators 24 hours per day;
  - 5.3.2. Operate effectively under all weather conditions, including extreme heat or cold;
  - 5.3.3. Accurately monitor several traffic lanes for red light violations, including left turn lanes;
  - 5.3.4. Perform internal calibration checks for accuracy and functionality;
  - 5.3.5. Have sufficient computer and associated equipment to record, document and track red light enforcement data for recordkeeping and court purposes.
    - 5.3.5.1. Each camera system shall be capable of gathering detailed computer data for statistical analysis, producing histograms and other graphical depictions.
    - 5.3.5.2. Vendor shall be required to produce monthly reports of activity.
      - 5.3.5.2.1. Data shall be provided by location as well as in summary format.
  - 5.3.6. Use isolation relays or equivalent to protect traffic signal equipment from noise, transient voltage and any related remote interconnect or interference problems in accordance with the International Municipal Signal Association (I.M.S.A.) standard cable requirements as provided in **Attachment D**.
  - 5.3.7. Provide a convenient means of disconnecting from the traffic signal system.
    - 5.3.7.1. The City shall retain the right to disconnect the vendor's system from the traffic signal system when, in the opinion of the City, it is in the City's best interest to do so for purposes of maintenance, repair, troubleshooting or other reasons related to the proper operation of the traffic signal system.
  - 5.3.8. Monitor status of traffic signal via field terminals (120 VAC).
  - 5.3.9. Be operated on a 24 hour per day basis, with an exception for downtime associated with repair, maintenance or rotating the camera system from one location to another.
  - 5.3.10. Capture video of the violation, of image quality acceptable to the City, for use as secondary evidence.
- 5.4. **Encryption**
  - 5.4.1. The proposal shall include detailed systems encryption specifications demonstrating the ability to encrypt images and data for a violation together at the time of violation capture to insure evidence integrity.
- 5.5. **Data Bar**
  - 5.5.1. The data bar on image one shall display:
    - 5.5.1.1. Legible and easily read date;
    - 5.5.1.2. Time of day (expressed in military time);
    - 5.5.1.3. Lane number in which violation occurred;
    - 5.5.1.4. Photo number 1;
    - 5.5.1.5. Violation number;
    - 5.5.1.6. Amount of time the traffic signal light was red when the violation occurred;
    - 5.5.1.7. Amount of time the amber traffic signal light was illuminated;
      - 5.5.1.7.1. It is not acceptable to pre-insert amber time into a data bar.
    - 5.5.1.8. Delay time into the red phase if any programmed into system;
    - 5.5.1.9. Location name and/or code number.

- 5.5.2. The data bar for image two shall display:
  - 5.5.2.1. Legible and easily read date;
  - 5.5.2.2. Time of day (expressed in military time);
  - 5.5.2.3. Lane number in which violation occurred;
  - 5.5.2.4. Photo number 2;
  - 5.5.2.5. Same violation number as image one connecting the two images;
  - 5.5.2.6. Amount of time the traffic signal light was red when the second image was captured;
  - 5.5.2.7. Amount of time the amber traffic signal light was illuminated;
  - 5.5.2.8. Delay time into the red phase if any programmed into the system;
  - 5.5.2.9. Interval time between first and second images;
  - 5.5.2.10. Speed of violator;
  - 5.5.2.11. Location name and/or code number.
- 5.5.3. Database shall be encrypted with the violation images at the time of capture.
- 5.5.4. Data bar information, point type and font shall not be manipulated by the vendor at any time.

## **6. MAINTENANCE REQUIREMENTS**

- 6.1. Vendor shall be responsible for maintenance of all vendor-supplied equipment.
- 6.2. Proposal shall describe vendor's ability to:
  - 6.2.1. Guarantee repair or replacement of inoperable equipment within 72 hours after notification by the City.
  - 6.2.2. Provide maintenance and support operations, preventive maintenance and calibration.
  - 6.2.3. Provide a monthly report to include:
    - 6.2.3.1. All maintenance performed;
    - 6.2.3.2. All system errors identified;
    - 6.2.3.3. Total non-operational time for each camera site.
- 6.3. Proposal shall include vendor's maintenance plan, including all available resources and systems for performing scheduled maintenance and tracking issues.

## **7. VIOLATION PROCESSING**

- 7.1. **System**
  - 7.1.1. The City seeks a comprehensive Violation Processing System that has proven capacity to handle high volume red light violations processing activity, including:
    - 7.1.1.1. Violation event review;
    - 7.1.1.2. Registered vehicle owner name and address acquisition;
    - 7.1.1.3. Notice printing and mailing;
    - 7.1.1.4. Payment processing;
    - 7.1.1.5. Customer Service;
    - 7.1.1.6. Delinquent collections.
  - 7.1.2. Proposal shall include description of the following:
    - 7.1.2.1. System capabilities;
    - 7.1.2.2. System security and audit ability;
    - 7.1.2.3. System capacity;

- 7.1.2.4. System features;
  - 7.1.2.5. System modules;
  - 7.1.2.6. System support.
- 7.1.3. Vendor database shall provide standard relational database functions to permit both vendor and City personnel to easily enter, access, search and sort the violator database by various parameters, to include but not limited to:
  - 7.1.3.1. Date of violation;
  - 7.1.3.2. Violation tracking number;
  - 7.1.3.3. Time of violation;
  - 7.1.3.4. Location of violation;
  - 7.1.3.5. Vehicle registration plate information;
  - 7.1.3.6. Registered owner of vehicle;
  - 7.1.3.7. Date of notice;
  - 7.1.3.8. Name and/or ID number of reviewing officer;
  - 7.1.3.9. Adjudication status;
  - 7.1.3.10. City hearing date and time.
- 7.1.4. Vendor shall include with proposal a list of at least three (3) cities currently using the proposed violation processing system including:
  - 7.1.4.1. Volume of processing activity the vendor's proposed system directly processes;
  - 7.1.4.2. Annual violations mailed;
  - 7.1.4.3. Annual collection notices mailed;
  - 7.1.4.4. Annual customer service calls reported;
  - 7.1.4.5. Annual Payments processed;
  - 7.1.4.6. Annual mail-in correspondence (non-payment) processed;
  - 7.1.4.7. Annual name and address requests facilitated.
- 7.2. **Interface with Existing City Systems**
  - 7.2.1. Vendor's system shall be capable of interfacing and exporting all data and images with other City databases as required.
  - 7.2.2. Vendor shall include in proposal information on other jurisdictions where proposed system interfaces with existing city systems (i.e., financial, judicial).
- 7.3. **Operations**
  - 7.3.1. Vendor shall provide sufficient and trained personnel to view all digital recorded event images and enter event data, to include but not limited to:
    - 7.3.1.1. Vehicle registration plate numbers and characters;
    - 7.3.1.2. State of issue for the vehicle registration plate; and
    - 7.3.1.3. Vehicle registration plate type (if available).
  - 7.3.2. Vendor personnel shall view each image and make preliminary decision relative to City's criteria to issue a citation.
    - 7.3.2.1. If City's criteria are not met, the representative must enter the appropriate City-defined explanation code.
    - 7.3.2.2. If City's criteria are met, vendor shall prepare the image for City verification that recorded image is a citable offense.

- 7.3.3. Vendor personnel may create a third plate image by cropping, scaling and appropriately adjusting brightness, contrast, etc. to maximize the clarity of the registration plate.
- 7.3.4. Vendor shall obtain registered owner information for the citable offense on identified registration plates.
  - 7.3.4.1. Registered owner's information shall be entered into the system with the violation images.
- 7.3.5. Vendor shall offer a proposed solution for acquiring in-state and out-of-state registered owner information in a timely fashion.
  - 7.3.5.1. First notice shall be mailed within 3 working days of issuance.
- 7.3.6. Vendor shall describe similar jurisdictions where proposed registered owner information acquisition solution has proven successful.
  - 7.3.6.1. Vendor shall detail the number of registered owner requests performed annually for each referenced project.
  - 7.3.6.2. Vendor shall detail the registered owner success (hit) rate for each referenced project.
- 7.3.7. Vendor shall include in proposal a process for handling government, rental and fleet vehicles that are captured in violation of the City's red light regulations.
  - 7.3.7.1. Include a description of successful implementation of the process in other jurisdictions.
- 7.3.8. Vendor shall prepare and print citations for all City-approved citable offenses.
  - 7.3.8.1. All citations shall be in accordance with City-approved format.
  - 7.3.8.2. First notices shall be mailed within statutory timeline after the alleged violation.
  - 7.3.8.3. Printed citations shall include three (3) color digitized violation images as indicated in **PART III, SPECIFICATIONS, 4.2.**
    - 7.3.8.3.1. First image shall clearly show the vehicle prior to touching the marked stop line and at least one of the governing traffic signal heads with the red indication illuminated.
    - 7.3.8.3.2. Second image shall clearly show the same vehicle continued through the intersection.
    - 7.3.8.3.3. Third image shall be the vehicle's registration plate, clearly readable to the average naked eye.
  - 7.3.8.4. Printed citations shall also include:
    - 7.3.8.4.1. Date and time of the violation;
    - 7.3.8.4.2. Location of the intersection;
    - 7.3.8.4.3. Amount of civil penalty imposed;
    - 7.3.8.4.4. Date by which the civil monetary penalty shall be paid.
  - 7.3.8.5. Citations shall include electronic signature of the officer approving the citation.
  - 7.3.8.6. Vendor shall mail law enforcement approved citations.
    - 7.3.8.6.1. Postage is to be paid by the vendor.
- 7.3.9. Vendor shall provide statistical analysis of violations and related data during the term of the program agreement.
  - 7.3.9.1. Information generated may be used by the City to evaluate the performance of the Red Light Camera Enforcement program.
  - 7.3.9.2. Information generated may be used by the City to assess the relative success in achieving the goal of improved traffic safety at signalized intersections by modification of driver behavior.



- 7.3.10.** Vendor shall clearly define the proposed database and reporting system allowing statistical analysis of violations and related data over time.
- 7.3.10.1.** Proposal shall include description of program management software and capabilities.
- 7.3.10.1.1.** Information management software system shall provide record keeping and tracking functions for all citations from issuance through final disposition.
- 7.3.10.1.2.** Proposal shall indicate types of data reports available from management software.
- 7.3.10.1.2.1.** Vendor shall provide sample reports.
- 7.3.10.1.2.2.** Reporting cycle shall include, but not limited to:
- 7.3.10.1.2.2.1.** Monthly reports of Red Light Camera Enforcement;
- 7.3.10.1.2.2.2.** Quarterly summary data as it pertains to monthly reporting mandates;
- 7.3.10.1.2.2.3.** Annual reports to include, but not limited to:
- 7.3.10.1.2.2.3.1.** Year-to-date statistics;
- 7.3.10.1.2.2.3.2.** Analysis of initial program data;
- 7.3.10.1.2.2.3.3.** Explanation of program improvements that have been planned and implemented;
- 7.3.10.1.2.2.3.4.** Annual reports shall be completed by July 15 of each year to allow the City to compile its own annual report on use of traffic control monitoring devices.
- 7.3.10.1.2.2.4.** Vendor shall provide any other such report(s) and documentation as are mutually agreed upon by the City and the vendor that are useful to further the mission of reducing red light violations and vehicular collisions.
- 7.3.10.1.2.3.** The following is a partial list of topics on which data and reports shall be required:
- 7.3.10.1.2.3.1.** Number of events;
- 7.3.10.1.2.3.2.** Number of violations recorded;
- 7.3.10.1.2.3.3.** Number of citable violations;
- 7.3.10.1.2.3.4.** Number of violations not resulting in citations;
- 7.3.10.1.2.3.5.** Breakdown of violation rejection categories and amounts;
- 7.3.10.1.2.3.6.** Breakdown of citations by location;
- 7.3.10.1.2.3.7.** Number of citations prepared and mailed;
- 7.3.10.1.2.3.8.** Number and dollar amounts of fines collected monthly and total to-date;
- 7.3.10.1.2.3.9.** Status of citations issued (i.e. outstanding, paid, in collection status);
- 7.3.10.1.2.3.10.** Number of telephone calls, their resolution, wait time;
- 7.3.10.1.2.3.11.** Adjudication hearings scheduled and held;
- 7.3.10.1.2.3.12.** Adjudication appointments scheduled;

7.3.10.1.2.3.13. Disposition of adjudication hearings;

7.3.10.1.2.3.14. Equipment hours of service;

7.3.10.1.2.3.15. Camera maintenance status and downtime with reasons.

#### **7.4. Remote Access**

- 7.4.1. Selected vendor shall provide to the City online access to core violation processing system and allow designated City users to remotely approve violation notices online (web-based applications preferred).
  - 7.4.1.1. The violation processing system shall attach the electronic signature of the reviewing officer to the actual notice mailed to the violator.
- 7.4.2. Vendor shall also provide to designated City users to review monthly reports and review/update violator account information online (web-based applications preferred). The system shall allow designated City users to review all relevant account information to include, but not limited to:
  - 7.4.2.1. Vehicle registration plate numbers and characters;
  - 7.4.2.2. State of issue for vehicle registration plate;
  - 7.4.2.3. Vehicle registration plate type;
  - 7.4.2.4. Date of violation event;
  - 7.4.2.5. Time of violation event;
  - 7.4.2.6. Location of violation event;
  - 7.4.2.7. All three (3) digitized images demonstrating the violation and license plate close-up;
  - 7.4.2.8. Payment status;
  - 7.4.2.9. Hearing status;
  - 7.4.2.10. Correspondence tracking; and
  - 7.4.2.11. Standardized monthly reports (shall include capability to review and print reports).
- 7.4.3. Designated users shall have the ability through a remote workstation to:
  - 7.4.3.1. Download violation images for printing or mailing to citizens; and
  - 7.4.3.2. Suspend activity on accounts until further research is completed in special circumstances.

#### **7.5. Customer Service**

- 7.5.1. Vendor shall make every effort to work with the City in resolving citizen inquiries for frequently asked questions or complaints made concerning the use of red light camera enforcement technology at a minimum between the hours of 8:00 a.m. and 5:00 p.m. local time, Monday through Friday.
  - 7.5.1.1. Describe level and available hours of customer service proposed for this project.
- 7.5.2. Vendor shall assist in establishing clear written protocols to be approved by Program Administrator for handling citizen complaints.
- 7.5.3. Vendor shall have demonstrated experience in establishing, staffing and operating a customer service operation with trained customer service representatives (CSRs) to handle call volumes and citizen questions about the program or a particular traffic citation.
  - 7.5.3.1. Describe customer service experience in similarly sized jurisdictions.
  - 7.5.3.2. Include any enhanced customer service tools or technology offered by vendor.
  - 7.5.3.3. Describe automated tools available for customer service representatives to:
    - 7.5.3.3.1. Review account data and violation images;
    - 7.5.3.3.2. Send automated correspondence; and
    - 7.5.3.3.3. Suspend account activity as appropriate.

**7.6. Delinquent Debt Collections**

- 7.6.1.** Vendor shall mail one initial notice as detailed in **PART III, SPECIFICATIONS, 6.3.8** as part of the base fixed monthly fee.
- 7.6.2.** Vendor shall describe delinquent collections strategy to maximize payment to the City in the event the initial notice does not result in closed accounts.
- 7.6.3.** Vendor shall detail, including example notices, the exact collection approach proposed for the City.
  - 7.6.3.1.** Provide three (3) examples of other cities where similar collections strategies have been implemented and detail the collection rates and results for such efforts.
- 7.6.4.** Vendor shall include delinquent collection of debt in the event of non-response after a city specified time.
  - 7.6.4.1.** Proposed violation processing system shall contain logic that enables automated tracking of all violation account information including payments and scheduled hearings to ensure follow-up notices are not erroneously sent to violators.
    - 7.6.4.1.1.** Describe the proposed system's ability to comply with this requirement and ensure notices are not erroneously sent to violators.

**8. PAYMENT PROCESSING**

**8.1. On-line and Mail Processing**

- 8.1.1.** Vendor shall be responsible for processing all payments received for the City's red light camera enforcement program. As detailed in the following subsections, Vendor shall demonstrate the ability to handle all red light camera violation payments electronically paid on-line or mailed to vendor owned lockbox, including the daily depositing and reconciliation of all receipts.

**8.2. Lockbox**

- 8.2.1.** Due to the expected high volume of mail that is received, control and accuracy are essential factors in the lockbox operation. The services provided shall be integrated with numerous levels of control, audit and redundancy to ensure the accurate and timely receipt, processing and update of mail-in payments.
- 8.2.2.** Describe procedures for processing payments to include, but not limited to:
  - 8.2.2.1.** Method for receipt of payments;
  - 8.2.2.2.** Ability to apply payments by source (cash, check, money order or credit card);
  - 8.2.2.3.** Ability to handle electronic reimbursement and automated check handling (ACH);
  - 8.2.2.4.** Verification of check amounts;
  - 8.2.2.5.** Batch reconciliation and file update;
  - 8.2.2.6.** Bonded courier service to financial institution;
  - 8.2.2.7.** Accepting partial payments;
  - 8.2.2.8.** Processing exception payments.
- 8.2.3.** Vendor shall deposit into the City bank account, once each 48 hours during normal banking days, an amount equal to the gross receipts of the current day's revenue received.
  - 8.2.3.1.** Payments deposited shall be applied to the vendor's database every day and available for online review within 48 hours of deposit/update.
- 8.2.4.** Vendor shall provide procedures for handling payments received that require additional investigation and research. These procedures should include, but not be limited to:
  - 8.2.4.1.** Overpayments;
  - 8.2.4.2.** Unapplied payments;
  - 8.2.4.3.** Returned checks.
- 8.2.5.** Vendor shall describe payment reconciliation methodology, detailing the advantages of proposed solution.

**8.3. Electronic Payment Processing**

**8.3.1.** Vendor shall provide citizens with the option of making payment via the internet.

**8.3.1.1.** Describe proposed pay-by-web solution.

**8.3.1.2.** Provide a minimum of three (3) jurisdictions that are utilizing similar pay-by-web systems.

**8.4. Correspondence Mail Processing**

**8.4.1.** Vendor shall provide sufficient and trained staffing to open, count, batch, log, review and process correspondence letters mailed from citizens each day. It is the City's desire that a minimum of 90% of all letters be processed within one business day of receipt, with the remaining letters processed the following business day.

**8.4.2.** Vendor shall generate all out-going correspondence:

**8.4.2.1.** Provide detailed description for each letter type;

**8.4.2.2.** Describe system for generating return correspondence to citizen inquiries and correspondence letters to be sent to citizens.

**8.4.3.** Vendor shall provide a correspondence imaging system that ensures all correspondence received from citizens is electronically scanned and available for customer service staff and City.

**8.4.4.** Vendor shall describe methodology and detail advantages for handling, processing and tracking incoming correspondence.

**9. ADMINISTRATIVE HEARING REQUIREMENTS**

**9.1.** It is the desire of the City to maintain control of its hearing process. Although the City will supply the hearing officer, the vendor shall supply the hearing system that supports the administrative hearings.

**9.1.1.** It is preferred that the administrative hearing system be online and real-time to allow for timely disposition updates and on-line cashing.

**9.1.2.** Vendor shall provide examples of three (3) jurisdictions where they have provided similar administrative hearing systems.

**9.2. Hearing Evidence Packages**

**9.2.1.** Vendors shall prepare evidence packages for every hearing with five (5) day advance request by the City.

**9.2.2.** Hearing evidence packages (hard copy or electronic) shall be submitted to designated City representative.

**9.2.3.** Court packages shall consist of:

**9.2.3.1.** Digital image of the first violation photograph;

**9.2.3.2.** Digital image of the second violation photograph;

**9.2.3.3.** Digital image of the license plate tag;

**9.2.3.4.** Secondary evidence video clip of violation available via Internet;

**9.2.3.5.** Field service technical log indicating the good working order of the red light camera system at the time of violation; and

**9.2.3.6.** Documentation of any oral, written or electronic communication received from the violator.

**9.3. Hearing Scheduling**

**9.3.1.** Vendor system shall be capable of scheduling hearings and providing City Adjudicators with turnkey adjudication processing service support.

**9.3.2.** The system shall contain an automated calendar which can be adjusted to accommodate adjudicator schedules, holidays, vacations, peak times and other undetermined factors.

**9.3.3.** Vendor shall include screen images of scheduling application in proposed solution.

**9.4. Adjudication and Disposition**

- 9.4.1. Vendor system shall be capable of capturing the adjudication and disposition of rulings made by the City's designated hearing officer.
- 9.4.2. The system shall contain the flexibility to tailor disposition codes that the City defines.
- 9.4.3. Vendor shall include screen images of the adjudication and disposition fields used in proposed system.

**9.5. On-line Cashiering**

- 9.5.1. Vendor system shall be capable of capturing the on-line cashiering of payments made during the administrative hearing.
- 9.5.2. The City will be responsible for the intake of funds at the hearings, but the system shall reflect the transaction.
- 9.5.3. Vendor shall include screen images of the on-line cashiering module used in proposed system.

**9.6. Expert Testimony**

- 9.6.1. Vendor shall provide, at its own expense, witnesses as necessary to testify as to the accuracy, operations, and reliability of the red light camera and related equipment for contested complaints, as required by the City.
- 9.6.2. Vendor shall specify a process to notify all operators and technicians of adjudication dates as required for successful prosecution.

**10. TRAINING REQUIREMENTS**

- 10.1. Vendor shall provide reasonable and necessary training in the operation of the camera system for designated City staff. This training shall provide the City's designated personnel with a basic understanding of how the camera system operates.
- 10.2. Vendor shall provide training on the use of the vendor's violation processing system application screens to officers and others required to access the system.
- 10.3. The training shall be conducted within the City at a site and time that is convenient for City personnel.
- 10.4. Class size shall be limited in an effort to provide a quality training atmosphere. The vendor shall describe the proposed training and state the class size in the proposal submitted in response to this RFP.
- 10.5. Vendor shall submit an overview of the training of its employees and any expert witnesses the vendor will require to further the efforts of the program.

**11. PUBLIC INFORMATION AND EDUCATION**

- 11.1. Vendor shall participate in any ongoing media campaign, developed in conjunction with the City.
- 11.2. Vendor shall attend public meetings and assist designated City staff in demonstrating the red light camera system equipment and program upon City request.
- 11.3. Vendor shall provide examples of three (3) red light enforcement community awareness campaigns in which it has participated.
  - 11.3.1. Vendor shall discuss other community awareness activities it wishes to propose as part of its base proposal for this agreement.

**12. ORGANIZATIONAL PROFILE**

**12.1. Project Organization**

- 12.1.1. Vendor shall describe project organization for both startup and ongoing operations.
- 12.1.2. Vendor shall include organizational structure resources available, including number of staff and locations.

**12.2. Key Personnel**

- 12.2.1.** Vendor shall include the names and resumes for all key personnel who will be involved in this project.
- 12.2.2.** Resumes shall describe relevant experience in implementing and supporting red light camera enforcement programs and related back office support.

**13. VENDOR QUALIFICATIONS**

- 13.1.** The City seeks a financially secure and stable vendor with the human, technical and financial resources required to implement and operate its Red Light Camera Enforcement Program.
  - 13.1.1.** Vendor shall describe company's organization, including financial stability and overall strength.
    - 13.1.1.1.** Proposal submittal shall include three (3) year history of audited financials. Any exception to this requirement shall be noted in writing and clearly identified in submittal.
  - 13.1.2.** Vendor shall indicate whether the financing required to implement the City's program is already in place or will need to be obtained through third party agreements.
  - 13.1.3.** Vendor shall provide the full name and address of the proposing firm.
  - 13.1.4.** Vendor shall be financially solvent and able to support the City's program without the requirement of outside funding.
  - 13.1.5.** Vendor shall provide a documented history of profitability, as referenced by copies of the previous three (3) years of audited financial statements.
- 13.2. Experience**
  - 13.2.1.** Vendor shall demonstrate a minimum of two (2) years of experience with at least three (3) cities providing a fully operational turnkey program utilizing comparable equipment and software proposed for the City.
  - 13.2.2.** Discuss vendor's success in implementing red light camera systems in Texas and servicing other programs.
  - 13.2.3.** Vendor shall discuss any other vendor experience that may be relevant to the success of the City's red light camera system and services program.
- 13.3. Innovation and Efficiencies**
  - 13.3.1.** Vendors are encouraged to provide alternatives and options in their proposals that may create operational efficiencies, cost savings, service improvements, or enforcement improvements for the City.
    - 13.3.1.1.** All alternatives and options may be considered;
    - 13.3.1.2.** Alternative pricing shall also be included.

**14. PROGRAM COST**

- 14.1.** The City will not pay any upfront costs for the installation of this program.
- 14.2.** The vendor shall submit a monthly fixed fee per installed system that includes all installation, equipment, service, maintenance, violation processing and services, community awareness and all other costs related to the Scope of Work required in this RFP.
  - 14.2.1.** Vendor may offer alternate fee/pricing proposals, clearly identifying each alternate proposal.
- 14.3.** Proposal shall include vendor's ability to offer revenue neutrality for selected locations, to include complete explanation of responsibilities for all parties.
- 14.4.** Vendors should assume a minimum of 4 installed systems will be operated.
- 14.5.** Vendor shall also include their fee for providing delinquent debt collection services for this project. Delinquent debt collections are defined as any vendor activities described in the Delinquent Debt Collections section where the debt is reclassified since the delinquent debt is determined beyond a set timeframe after the first notice.
- 14.6.** Vendor shall also provide pricing for any and all alternative solutions in their proposals.

**PART IV**  
**INVOICE AND PAYMENT**

**1. INVOICING**

- 1.1.** Contractor shall submit one original and two copies of each invoice referencing the assigned Purchase Order number to the following address:

**City of Round Rock  
Accounts Payable  
221 East Main  
Round Rock, TX 78664-5299**

**2. PROMPT PAYMENT POLICY**

- 2.1.** Payments will be made within thirty days after the City receives the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the service, whichever is later. The Contractor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 2.1.1.** There is a bona fide dispute between the City and Contractor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
  - 2.1.2.** The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
  - 2.1.3.** There is a bona fide dispute between the Contractor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
  - 2.1.4.** The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

**3. OVERCHARGES**

- 3.1.** Contractor hereby assigns to purchaser any and all claims for overcharges associated with this purchase which arise under the antitrust laws of the United States, 15 USGA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Bus. and Com. Code, Section 15.01, et seq.

# ATTACHMENT A

## City of Round Rock Insurance Requirements



**ATTACHMENT A**  
**CITY OF ROUND ROCK**  
**INSURANCE REQUIREMENTS**

1. **INSURANCE:** The Vendor shall procure and maintain at its sole cost and expense for the duration of the contract or purchase order resulting from a response to this bid/Specification insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work as a result of this bid by the successful bidder, its agents, representatives, volunteers, employees or subcontractors.
  - 1.1. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
  - 1.2. The following standard insurance policies shall be required:
    - 1.2.1. General Liability Policy
    - 1.2.2. Automobile Liability Policy
    - 1.2.3. Worker's Compensation Policy
  - 1.3. The following general requirements are applicable to all policies:
    - 1.3.1. Only insurance companies licensed and admitted to do business in the State of Texas shall be accepted.
    - 1.3.2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
    - 1.3.3. Claims made policies shall not be accepted, except for Professional Liability Insurance.
    - 1.3.4. Upon request, certified copies of all insurance policies shall be furnished to the City
    - 1.3.5. Policies shall include, but not be limited to, the following minimum limits:
      - 1.3.5.1. Minimum Bodily Injury Limits of \$300,000.00 per occurrence.
      - 1.3.5.2. Property Damage Insurance with minimum limits of \$50,000.00 for each occurrence.
      - 1.3.5.3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$100,000.00 each person, and \$300,000.00 for each occurrence, and Property Damage Minimum limits of \$50,000.00 for each occurrence.
      - 1.3.5.4. Statutory Worker's Compensation Insurance and minimum \$100,000.00 Employers Liability Insurance.
    - 1.3.6. Coverage shall be maintained for two years minimum after the termination of the Contract.
  - 1.4. The City shall be entitled, upon request, and without expense to receive copies of insurance policies and all endorsements thereto and may make reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Vendor shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof. All insurance and bonds shall meet the requirements of the bid specification and the insurance endorsements stated below.
  - 1.5. Vendor agrees that with respect to the required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following provisions:

- 1.5.1. Provide for an additional insurance endorsement clause declaring the Vendor's insurance as primary.
- 1.5.2. Name the City and its officers, employees, and elected officials as additional insured's, (as the interest of each insured may appear) as to all applicable coverage.
- 1.5.3. Provide thirty days notice to the City of cancellation, non-renewal, or material changes
- 1.5.4. Remove all language on the certificate of insurance indicating:
  - 1.5.4.1. That the insurance company or agent/broker shall endeavor to notify the City; and,
  - 1.5.4.2. Failure to do so shall impose no obligation of liability of any kind upon the company, its agents, or representatives.
- 1.5.5. Provide for notice to the City at the addresses listed below by registered mail:
- 1.5.6. Vendor agrees to waive subrogation against the City, its officers, employees, and elected officials for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- 1.5.7. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- 1.5.8. All copies of the Certificate of Insurance shall reference the project name, bid number or purchase order number for which the insurance is being supplied.
- 1.5.9. Vendor shall notify the City in the event of any change in coverage and shall give such notices not less than thirty days prior notice to the change, which notice shall be accomplished by a replacement Certificate of Insurance.
- 1.5.10. All notices shall be mailed to the City at the following addresses:
 

<b>Assistant City Manager</b> <b>City of Round Rock</b> <b>221 East Main</b> <b>Round Rock, TX 78664-5299</b>	<b>City Attorney</b> <b>City of Round Rock</b> <b>309 East Main</b> <b>Round Rock, TX 78664</b>
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## 6. WORKERS COMPENSATION INSURANCE

- 6.1. Texas Labor Code, Section 406.098 requires workers' compensation insurance coverage for all persons providing services on building or construction projects for a governmental entity.
  - 6.1.1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
  - 6.1.2. Duration of the project - includes the time from the beginning of the work on the project until the CONTRACTOR'S /person's work on the project has been completed and accepted by the OWNER.
- 6.2. Persons providing services on the project ("subcontractor") in Section 406.096 - includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not

include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 6.3.** The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project.
- 6.4.** The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the contract.
- 6.5.** If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of the project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.
- 6.6.** The CONTRACTOR shall obtain from each person providing services on a project, and provide to the OWNER:
  - 6.6.1.** a certificate of coverage, prior to that person beginning work on the project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 6.6.2.** no later than seven calendar days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 6.7.** The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 6.8.** The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within 10 calendar days after the CONTRACTOR knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- 6.9.** The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 6.10.** The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:
  - 6.10.1.** provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project;
  - 6.10.2.** provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
  - 6.10.3.** provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
    - 6.10.3.1.** obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
      - 6.10.3.1.1.** a certificate of coverage, prior to the other person beginning work on the project; and
      - 6.10.3.1.2.** a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project

- 6.10.3.2.** retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 6.10.3.3.** notify the OWNER in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 6.10.3.4.** contractually require each person with whom it contracts, to perform as required by paragraphs (A thru G), with the certificates of coverage to be provided to the person for whom they are providing services.
- 6.10.3.5.** By signing the solicitation associated with this specification, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 6.10.3.6.** The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the owner.

## ATTACHMENT B

### Texas Department of Transportation (TxDOT) Insurance Requirements



## Texas Department of Transportation (TxDOT) CERTIFICATE OF INSURANCE

Prior to the beginning of work, the Contractor shall obtain the minimum insurance and endorsements specified. Only the TxDOT certificate of insurance form is acceptable as proof of insurance for department contracts. Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on **page two** of this form. Copies of endorsements listed below are not required as attachments to this certificate.

Insured: \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number:      Area Code (    )      Vendor Identification Number (11 digits): \_\_\_\_\_

**Workers' Compensation Insurance Coverage:**

Endorsed with a Waiver of Subrogation in favor of TxDOT.

<b>Carrier Name:</b>			<b>Carrier Phone #:</b>	
<b>Address:</b>			<b>City, State, Zip:</b>	
<b>Type of Insurance</b>	<b>Policy Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Limits of Liability:</b>
Workers' Compensation				Not Less Than: Statutory – Texas

**Comprehensive General Liability Insurance:**

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

<b>Carrier Name:</b>			<b>Carrier Phone #:</b>	
<b>Address:</b>			<b>City, State, Zip:</b>	
<b>Type of Insurance:</b>	<b>Policy Number:</b>	<b>Effective Date:</b>	<b>Expiration Date:</b>	<b>Limits of Liability:</b>
Comprehensive General Liability Insurance Bodily Injury Property Damage  OR Commercial General Liability Insurance				Not Less Than:  \$ 500,000 each occurrence \$ 100,000 each occurrence \$ 100,000 for aggregate <b>OR</b> \$ 600,000 combined single limit

**Comprehensive Automobile Liability Insurance:**

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

<b>Carrier Name:</b>			<b>Carrier Phone #:</b>	
<b>Address:</b>			<b>City, State, Zip:</b>	
<b>Type of Insurance:</b>	<b>Policy Number:</b>	<b>Effective Date:</b>	<b>Expiration Date:</b>	<b>Limits of Liability:</b>
Comprehensive Automobile Liability Insurance OR Texas Business Automobile Policy Bodily Injury Property Damage				Not Less Than:  \$ 250,000 each person \$ 500,000 each occurrence \$ 100,000 each occurrence

**Umbrella Policy (if applicable):**

<b>Carrier Name:</b>			<b>Carrier Phone #:</b>	
<b>Address:</b>			<b>City, State, Zip:</b>	
<b>Type of Insurance:</b>	<b>Policy Number:</b>	<b>Effective Date:</b>	<b>Expiration Date:</b>	<b>Limits of Liability:</b>
Umbrella Policy				

**Authorized Agent name, address and zip code:**

This Certificate of Insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the named insurance company. Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the agent or the insurance company has sent written notice by certified mail to the contractor and the Texas Department of Transportation.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named meet all the requirements stipulated and such policies are in full force and effect. *If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.*

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under sections 555.021 and 553.023 of the Texas Government Code, you also are entitled to receive and review the information. Under section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Area Code (    ) \_\_\_\_\_

**Authorized Agent's Phone Number**

\_\_\_\_\_  
**Authorized Agent Original Signature**

\_\_\_\_\_  
**Date**

## Texas Department of Transportation

### NOTES TO AGENTS:

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required, if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross out the pre-printed limit.

**To avoid work suspension**, an updated insurance form must reach the address listed below **one business day prior** to the expiration date. **Insurance must be in force in order to perform any work.**

**Binder numbers are not acceptable for policy numbers.**

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured. If a **staff leasing service company** is providing insurance, the contractor's legal company name must be listed first, then in parenthesis, identify the staff leasing service company name (i.e. **ABC Engineering, Inc (XYZ Staff 4 U, Inc – staff leasing service company)**). Denote **contact information** (i.e. address, phone number, and etc.) for the insured contractor only; do not list the contact information for either the staff leasing company or the insurance company in these fields. **Vendor Identification Number** is 11 digits which includes your nine digits FEIN (Federal Identification Number).

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced. **The SIGNATURE** of the agent is required. Stamped/typed/printed signatures are not acceptable.

### CERTIFICATE OF INSURANCE REQUIREMENTS:

#### WORKERS' COMPENSATION INSURANCE:

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

#### COMPREHENSIVE GENERAL LIABILITY INSURANCE or COMMERCIAL GENERAL LIABILITY INSURANCE:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 each occurrence
	\$100,000 for aggregates

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

#### COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE or TEXAS BUSINESS AUTOMOBILE POLICY:

The coverage amount for a Texas Business Automobile Policy or Comprehensive Automobile Liability may be shown as a minimum of \$600,000 Combined Single Limit by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for Comprehensive Automobile Liability Insurance or Texas Business Automobile Policy.

#### MAIL ALL CERTIFICATES TO:

Texas Department of Transportation  
Office of General Counsel - Contract Services Section (CSS)  
125 E. 11th St.  
Austin, TX 78701-2483  
512-374-5120 (V) 512-374-5121 (F)

## ATTACHMENT C

### Texas Department of Transportation (TxDOT) Pole Specifications

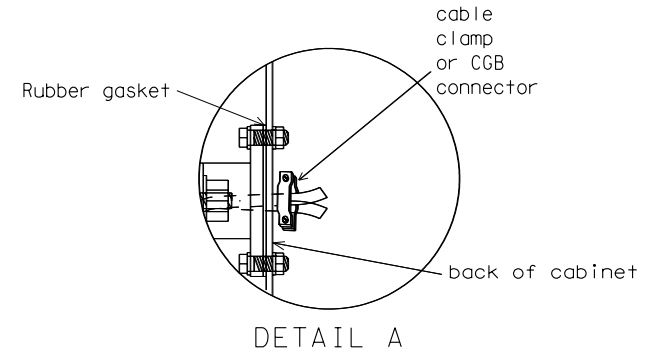
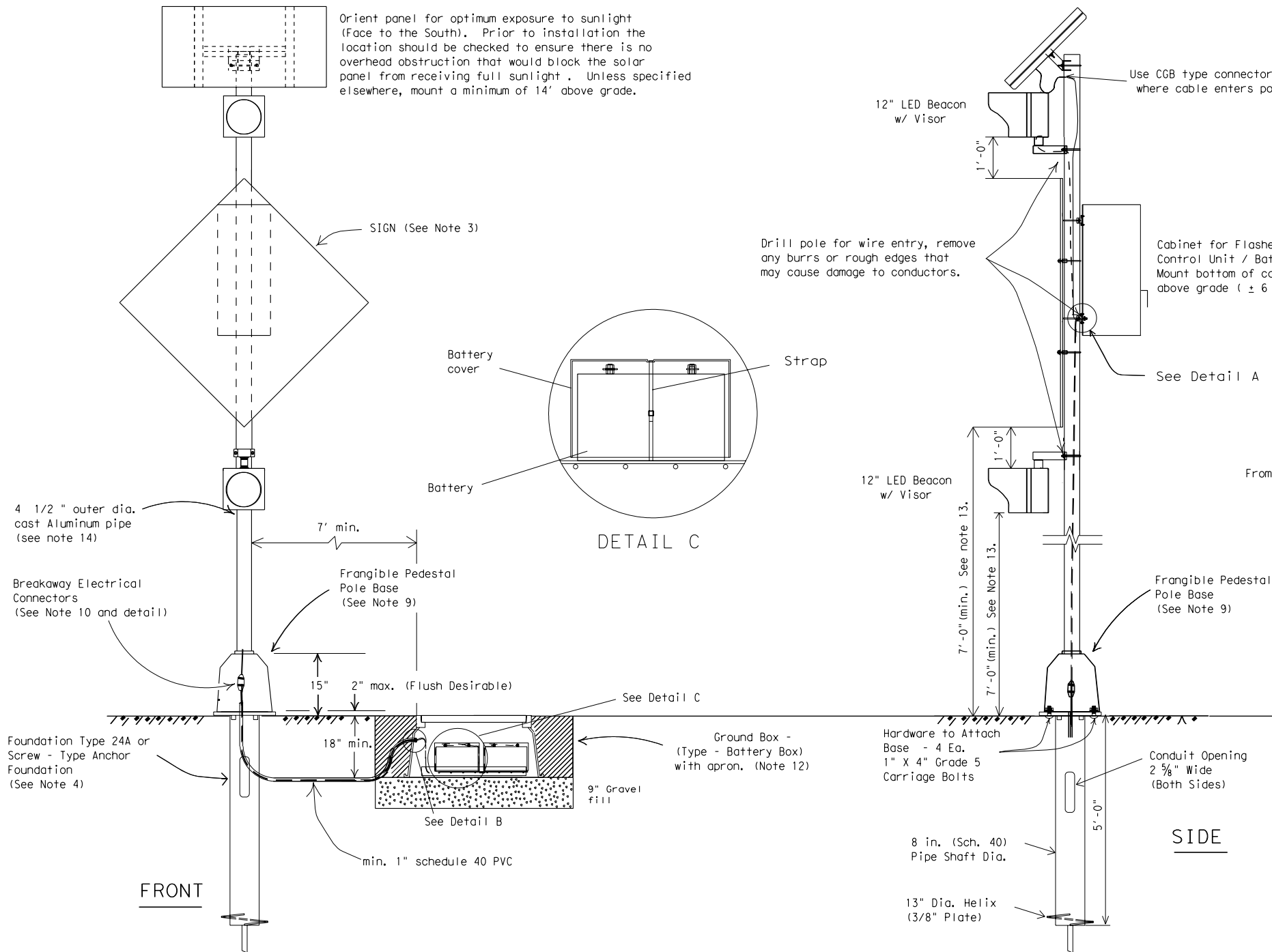


DISCLAIMER  
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

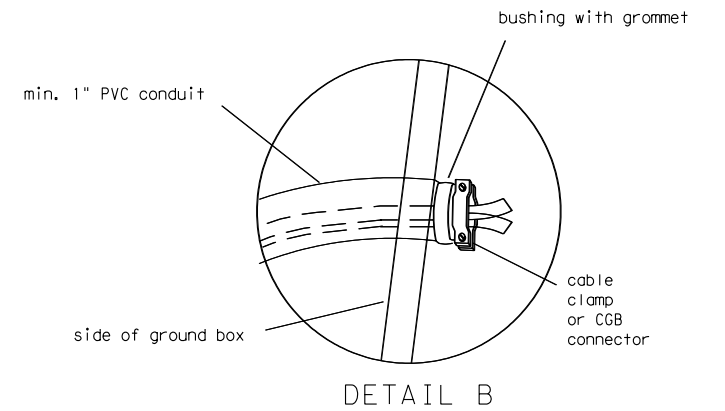
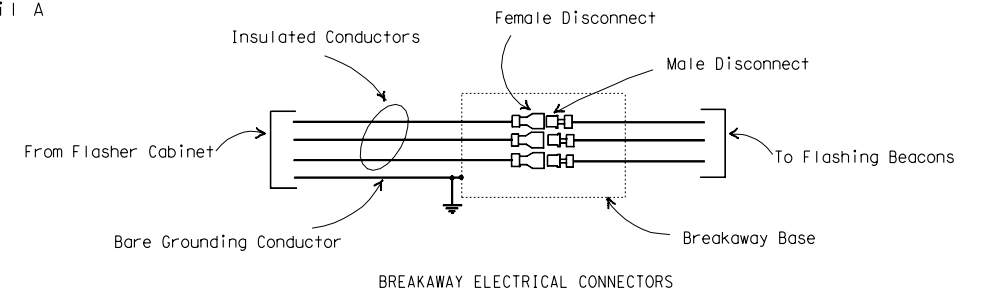
ACC:

LEVELS DISPLAYED

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	



Pull conductors to remove slack in run between cabinet and ground box. Clamp cable at conduit end in ground box and in cabinet at entry as shown.



#### NOTES:

- Details show a typical warning sign with two flashing beacon heads, other arrangements are possible. When only one beacon is required, install the upper beacon.
- See Item 685, "Roadside Flashing Beacon Assemblies" for further requirements.
- See SMD standard sheets for lateral and vertical clearances and sign mounting details. Install signs as shown on the sign layout sheets.
- Use either a Screw-In Type Anchor Foundation or 24 in. Drill Shaft Foundation as shown elsewhere in the plans. When plans require 24 in. Drill Shaft Foundation, see standard sheet TS-FD. Install the Screw-In Type Anchor Foundation as shown. On slope, install one edge at ground level.
- When used, provide one of the following Screw-In Type Anchor Foundations:  
A. B. Chance Co., model C11242NG4VP; Component Products, Inc., model CPI-SLSF-5TX; Pelco Products, Inc., models PB-5359, PB-5360 or PB 5375; or Approved equal.
- Use materials specifically designed for attaching cabinets, beacon heads, solar panels, etc., to poles.
- Install beacon heads as shown here, as shown elsewhere on the plans, or as directed. Use hardware specifically design for mounting beacon heads on poles.
- Conduit in foundation and within 6 in. of foundation is subsidiary to the Item 685, "Roadside Flashing Beacon Assemblies."
- Per manufacturer's recommendations, engage all threads on the pedestal pole base and pipe unless the pipe is fully seated into base. In high winds, use a pole and base collar assembly to add strength and prevent loosening on connection.
- Provide non-fused watertight breakaway electrical connectors for breakaway poles. (Bussmann HET, Littelfuse LET, Ferraz-Shawmut FEBN, or approved equal).
- Install the batteries in a Battery Box. Place the batteries on a 3/16" thick plastic sheet and connect together. Place a plastic cover (Battery Bell Jar) over the top of each battery and secure the battery bell jar to the battery with a strap. The batteries, bell jars, straps and 3/16" plastic sheet are subsidiary to the Item 685, "Roadside Flashing Beacon Assemblies." When required, install batteries in the flasher cabinet. Provide the number of batteries as required on the plans. Wire batteries according to manufacturers recommendations.
- See standard sheet ED (13) for battery box details.
- Provide clearance as shown above the sidewalk or pavement grade at the edge of the road. When a bottom beacon is not used, mount the sign at least 7 ft. above the sidewalk or pavement grade at the edge of the road.
- Unless otherwise shown on the plans, pole shaft shall be one piece, schedule 40 Aluminum pipe, ASTM B429 or B221 (Alloy 6061-T6 only). Aluminum conduit will not develop the necessary strength and will not be allowed.



## SOLAR POWERED ROADSIDE FLASHING BEACON ASSEMBLY DETAILS

SPRFBA(1)-04

© TxDOT May 2003	DRW - HW	CHK - BV	DNW - FDN	CKT - CAL
REVISIONS	STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT	SHEET
12-04	6			
	COUNTY	CONTROL	SECTION	JOB
				HIGHWAY



DISCLAIMER  
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

ACC:

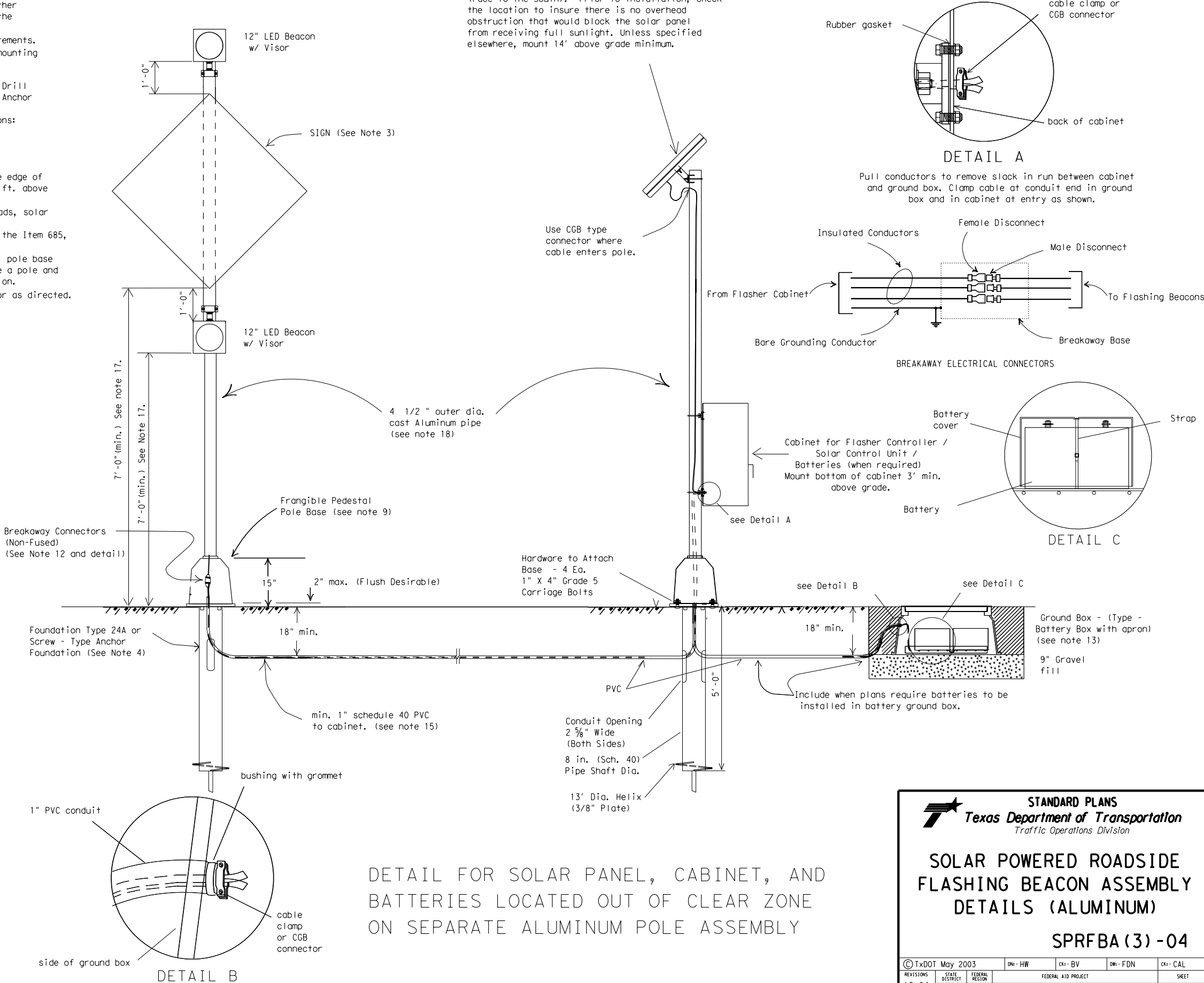
LEVELS DISPLAYED

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	


NOTES;

- Details show a typical warning sign with two flashing beacon heads, other arrangements are possible. When only one beacon is required, install the upper beacon.
  - See Item 685, "Roadside Flashing Beacon Assemblies" for further requirements.
  - See SMD standard sheets for lateral and vertical clearances and sign mounting details. Install signs as shown on the sign layout sheets.
  - Use either a Screw-In Type Anchor Foundation or 24 in. Drill Shaft Foundation as shown elsewhere in the plans. When plans require 24 in. Drill Shaft Foundation, see standard sheet TS-FD. Install the Screw-In Type Anchor Foundation as shown. On slope, install one edge at ground level.
  - When used, provide one of the following Screw-In Type Anchor foundations:  
A. B. Chance Co., model C11242NG4VP,  
Component Products, Inc model CPI-SLSF-5TX,  
Pelco Products, Inc., models PB-5359, PB-5360 or PB 5375, or  
Approved equal.
  - Provide clearance as shown above the sidewalk or pavement grade at the edge of the road. When a bottom beacon is not used, mount the sign at least 7 ft. above the sidewalk or pavement grade at the edge of the road.
  - Use materials specifically designed for attaching cabinets, beacon heads, solar panels, etc., to poles.
  - Conduit in foundation and within 6 in. of foundation is subsidiary to the Item 685, "Roadside Flashing Beacon Assemblies."
  - Per manufacturer's recommendations, engage all threads on the pedestal pole base and pipe unless the pipe is fully seated into base. In high winds, use a pole and base collar assembly to add strength and prevent loosening on connection.
  - Install beacon heads as shown here, as shown elsewhere on the plans, or as directed. Use hardware specifically design for mounting beacon heads on poles.
  - Locate the Type LB conduit body attachment in the bottom third of the back of the cabinet.
  - Provide non-fused watertight breakaway electrical connectors for breakaway poles. (Bussmann HET, Littelfuse LET, Ferraz-Shawmut FEBN, or approved equal).
  - Install the batteries in a Battery Box. Place the batteries on a 3/16 " thick plastic sheet and connect together. Place a plastic cover (Battery Bell Jar) over the top of each battery and secure the battery bell jar to the battery with a strap. The batteries, bell jars, straps and 3/16 " plastic sheet are subsidiary to the Item 685, "Roadside Flashing Beacon Assemblies." When required, install batteries in the flasher cabinet. Provide the number of batteries as required on the plans. Wire batteries according to manufacturers recommendations.
  - See standard sheet ED (13) for battery box details.
  - Unless otherwise recommended by the manufacturer, use the following table to determine the wire size from cabinet to beacons.
- | Distance from Cabinet to Beacons (ft.) | Minimum Required Wire Size (AWG) |
|--|----------------------------------|
| 0 - 35                                 | #14                              |
| 35 - 60                                | #12                              |
| 60 - 100                               | #10                              |
| > 100                                  | #8                               |
- See Standard Sheets ED(1)- ED(4) and ED(13) for additional requirements regarding the installation of conduit, cabinets, battery ground boxes, and wood poles.
  - Provide clearance as shown above the sidewalk or pavement grade at the edge of the road. When a bottom beacon is not used, mount the sign at least 7 ft. above the sidewalk or pavement grade at the edge of the road.
  - Unless otherwise shown on the plans, pole shaft shall be one piece, schedule 40 Aluminum pipe, ASTM B429 or B221 (Alloy 6061-T6 only). Aluminum conduit will not develop the necessary strength and will not be allowed.

Orient panel for optimum exposure to sunlight (Face to the South). Prior to installation, check the location to insure there is no overhead obstruction that would block the solar panel from receiving full sunlight. Unless specified elsewhere, mount 14' above grade minimum.



DETAIL FOR SOLAR PANEL, CABINET, AND BATTERIES LOCATED OUT OF CLEAR ZONE ON SEPARATE ALUMINUM POLE ASSEMBLY



**STANDARD PLANS**  
**Texas Department of Transportation**  
Traffic Operations Division

**SOLAR POWERED ROADSIDE FLASHING BEACON ASSEMBLY DETAILS (ALUMINUM)**  
**SPRFBA (3) -04**

© TxDOT May 2003		DRW - HW	CHK - BV	DNW - FDN	CHK - CAL
REVISIONS	STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT		SHEET
12-04		6			
COUNTY		CONTROL	SECTION	JOB	HIGHWAY

# ATTACHMENT D

## I.M.S.A.

### Cable Requirements



POLYETHYLENE INSULATED POLYETHYLENE JACKETED  
SIGNAL CABLE  
FOR USE IN UNDERGROUND DUCTS AND IN OVERHEAD  
TRAFFIC SIGNAL INSTALLATIONS

SCOPE

This specification defines the minimum acceptable requirements for polyethylene insulated, polyethylene jacketed signal cables rated 600 volts containing the number of conductors specified in the Invitation to Bid. The cable shall be suitable for installation in underground conduit or as aerial cable supported by a messenger for use in traffic signal installations. The cable shall meet the requirements of I.M.S.A. Specification 20-1 as modified by this specification.

1.0 GENERAL CONSTRUCTION

Cable under this specification shall be composed of stranded copper conductors insulated with heat stabilized polyethylene. The insulated conductors shall be laid up in compact cable form and bound with suitable tape. The cable core shall be enclosed in a tight fitting polyethylene compound jacket.

2.0 CONDUCTORS

- 1 The conductor shall be copper and shall, before insulating, conform to the requirements of ASTM Designation B8.
- 2.2 The conductors shall be seven coated or uncoated annealed strands unless specified otherwise on the Plans and Specifications.
- 2.3 The number and size of the conductors shall be specified in the Invitation to Bid.
- 2.4 The conductors shall be one continuous length with no splices.

3.0 INSULATION

- 3.1 The insulating compounds shall be polyethylene.
- 3.2 The insulation shall be applied concentrically about the conductor. The thickness of the insulation shall be not less than the specified in Table 3.2. The method of measurement and the apparatus used shall be in accordance with Underwriters Laboratories, Inc. Standard UL 62 (ANSI C33.1).

TABLE 3.2  
INSULATION THICKNESS

Conductor Size, AWG	Minimum Acceptable Average Thickness	Minimum Acceptable Thickness at any point
20-14	25 mils	22 mils
13-8	30 mils	27 mils



- 3.3 The insulation after application to the conductors shall comply with the requirements specified for Class 30 Thermoplastic Polyethylene compound in Underwriters Laboratories Inc. Standard UL 62 (ANSI C33.1), except that the temperature for the cold bend test shall be minus 55.0 +/- 2.0°C (Minus 67.0 +/- 3.6°F).
- 3.4 The insulation on the finished conductors before cabling shall withstand without breakdown the application of a 60 or 3000 Hertz, 7500 volt essentially sinusoidal spark test potential (RMS) in accordance with the method and using equipment specified in Underwriters Laboratory Inc. UL83 (ANSI C33.8).
- 4.0 CONDUCTOR COLOR CODING

TABLE 4.1  
CONDUCTOR COLOR AND SEQUENCE FOR CABLES

<u>Conductor No.</u>	<u>Base Color</u>	<u>Tracer Color</u>
1	Black	
2	White	
3	Red	
4	Green	
5	Orange	
6	Blue	
7	White	Black
8	Red	Black
9	Green	Black
10	Orange	Black
11	Blue	Black
12	Black	White
13	Red	White
14	Green	White
15	Blue	White
16	Black	Red
17	White	Red
18	Orange	Red
19	Blue	Red
20	Red	Green
21	Orange	Green

- 4.2 The color sequence may be repeated as necessary. Color code sequence applies when cable is composed of mixed sizes.

## 5.0 CONDUCTOR ASSEMBLY

### 5.1 Two conductor cable

- A. Two conductor cable shall be of the round twisted type with a maximum length of lay not more than 30 times the insulated conductor diameter.
- B. Fillers shall be used where necessary to form a round cable.



- 3.3 The insulation after application to the conductors shall comply with the requirements specified for Class 30 Thermoplastic Polyethylene compound in Underwriters Laboratories Inc. Standard UL 62 (ANSI C33.1), except that the temperature for the cold bend test shall be minus 55.0 +/- 2.0°C (Minus 67.0 +/- 3.6°F).
- 3.4 The insulation on the finished conductors before cabling shall withstand without breakdown the application of a 60 or 3000 Hertz, 7500 volt essentially sinusoidal spark test potential (RMS) in accordance with the method and using equipment specified in Underwriters Laboratory Inc. UL83 (ANSI C33.8).
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2	White	
3	Red	
4	Green	
5	Orange	
6	Blue	
7	White	Black
8	Red	Black
9	Green	Black
10	Orange	Black
11	Blue	Black
12	Black	White
13	Red	White
14	Green	White
15	Blue	White
16	Black	Red
17	White	Red
18	Orange	Red
19	Blue	Red
20	Red	Green
21	Orange	Green

- 4.2 The color sequence may be repeated as necessary. Color code sequence applies when cable is composed of mixed sizes.

## 5.0 CONDUCTOR ASSEMBLY

### 5.1 Two conductor cable

- A. Two conductor cable shall be of the round twisted type with a maximum length of lay not more than 30 times the insulated conductor diameter.
- B. Fillers shall be used where necessary to form a round cable.



TABLE 8.2  
PHYSICAL PROPERTIES OF POLYETHYLENE JACKET

<u>Property</u>	<u>Test Method</u>	<u>Requirement</u>
Tensile Strength	ASTM D2633, Latest Revision	1700 psi min.
Elongation	ASTM D2633, Latest Revision	400 % Min.
Cold Bend	ASTM D2633 at -55.0 +/- 1.0°C	No Cracks
Environmental Cracking	ASTM D1693, Latest Revision	No Cracks
Absorption Coefficient	ASTM D3349, Latest Revision	3200*

\*Certification of Compliance (if required by the Invitation to Bid) issued by the manufacturer of the polyethylene compound shall suffice in lieu of testing of the finished cable jacket.

- 8.3 The thickness of the jacket shall be as specified in Table 8.3. The method of measurement and apparatus used shall be in accordance with Underwriters Laboratory Inc. Standard UL 62 (ANSI C33.1).

TABLE 8.3  
JACKET THICKNESS

<u>Core Diameter under jacket inches</u>	<u>Minimum Acceptable Average Thickness Mils</u>	<u>Minimum Acceptable Thickness at any point Mils</u>
.425 or less	45	36
.426 - .700	60	48
.701 - 1.500	80	64
1.501 - 2.500	110	88
2.501 and larger	140	112

- 8.4 The jacket material shall contain a minimum of 2% carbon black for pigmentation.

#### 9.0 IDENTIFICATION

Each shipping length of cable shall clearly show the name of the manufacturer, the type of insulation, the voltage rating and the IMSA 20-1 Specification number. The above information shall be applied at approximately two foot intervals to the outer surface of the jacket.

#### 10.0 PACKING AND MARKING FOR SHIPMENT

Reels shall be substantially constructed and in good condition with drum diameters sufficient to prevent damage to the cables shipped on it. The cables shall be suitably protected. Each end of the cable shall be available for testing, properly sealed and protected against injury. Each reel shall be plainly and permanently marked with the manufacturer's full description of the cable, giving the type and length of the cable on the reel, the number and size of the conductors in the cable, the voltage rating and the purchase order number. The cable length shall be 1000 feet unless specified otherwise in the Invitation to Bid.



11.0 INSPECTION, TEST AND ACCEPTANCE

- 11.1 Inspection and test shall be made prior to shipment and at the place of manufacture. The successful bidder shall, when specified by the Invitation to Bid, furnish a certified report of the tests made on each type of cable and the data which show compliance with this specification and the Invitation to Bid.
- 11.2 Acceptance Tests - Samples may be selected from any lot by the Department and subjected to inspection and test based on these specifications. These tests shall be made at the expense of the Department. If the samples fail to meet the requirements of the specifications the lot shall be rejected.

12.0 MEASUREMENT AND PAYMENT

- 12.1 Measurement shall be based on the linear footage of cable on non-returnable reels assembled as specified.
- 12.2 Payment will be made on a footage basis as quoted.

13.0 GUARANTEE

The successful bidder for cable under this specification shall agree to the replacement of any length of cable found to be defective in workmanship or material within one year from the date of delivery to the Department's warehouse.

# ATTACHMENT E

## Texas Transportation Code 544.007



§ 544.007. TRAFFIC-CONTROL SIGNALS IN GENERAL.

(a) A traffic-control signal displaying different colored lights or colored lighted arrows successively or in combination may display only green, yellow, or red and applies to operators of vehicles as provided by this section.

(b) An operator of a vehicle facing a circular green signal may proceed straight or turn right or left unless a sign prohibits the turn. The operator shall yield the right-of-way to other vehicles and to pedestrians lawfully in the intersection or an adjacent crosswalk when the signal is exhibited.

(c) An operator of a vehicle facing a green arrow signal, displayed alone or with another signal, may cautiously enter the intersection to move in the direction permitted by the arrow or other indication shown simultaneously. The operator shall yield the right-of-way to a pedestrian lawfully in an adjacent crosswalk and other traffic lawfully using the intersection.

(d) An operator of a vehicle facing only a steady red signal shall stop at a clearly marked stop line. In the absence of a stop line, the operator shall stop before entering the crosswalk on the near side of the intersection. A vehicle that is not turning shall remain standing until an indication to proceed is shown. After stopping, standing until the intersection may be entered safely, and yielding right-of-way to pedestrians lawfully in an adjacent crosswalk and other traffic lawfully using the intersection, the operator may:

(1) turn right; or

(2) turn left, if the intersecting streets are both one-way streets and a left turn is permissible.

(e) An operator of a vehicle facing a steady yellow signal is warned by that signal that:

(1) movement authorized by a green signal is being terminated; or

(2) a red signal is to be given.

(f) The Texas Transportation Commission, a municipal authority, or the commissioners court of a county may prohibit within the entity's jurisdiction a turn by an operator of a vehicle facing a steady red signal by posting notice at the intersection that the turn is prohibited.

(g) This section applies to an official traffic-control signal placed and maintained at a place other than an intersection, except for a provision that by its nature cannot apply. A required stop shall be made at a sign or marking on the pavement indicating where the stop shall be made. In the absence of such a sign or marking, the stop shall be made at the signal.

(h) The obligations imposed by this section apply to an operator of a streetcar in the same manner they apply to the operator of a vehicle.

(i) An operator of a vehicle facing a traffic-control signal that does not display an indication in any of the signal heads shall stop as provided by Section 544.010 as if the intersection had a stop sign.

Acts 1995, 74th Leg., ch. 165, § 1, eff. Sept. 1, 1995. Amended by Acts 2003, 78th Leg., ch. 1325, § 19.04, eff. Sept. 1, 2003.

7/6/07

## RFP 07-027 RED LIGHT CAMERA ENFORCEMENT PROGRAM

### City of Round Rock Response to Questions

#### **QUESTION #1:**

Page 8, Paragraph 5.2.4: Black and white photographs are not acceptable for any of the three images. We request that the City consider modifying this mandatory specification to allow one of the three images to be black and white, specifically the third image which shows the license plate.

#### **CITY RESPONSE:**

The City has issued Addendum #1 to the Specification in response to your concern. The addendum to Page 9, Item 5.2.4 now reads:

*The City prefers images to be in color. Any exception to this specification shall be clearly noted in response.*

#### **QUESTION #2:**

Page 12, Paragraph 7.3.8.3: Should the City accept our request, may we also suggest that Paragraph 7.3.8.3 be modified to read, "Printed citations shall include three (3) digitized violation images as indicated in PART III, SPECIFICATIONS, 5.2."

#### **CITY RESPONSE:**

The City has issued Addendum #1 to the Specification in response to your concern. The addendum to Page 12, Item 7.3.8.3 now reads:

*Printed Citations shall include three (3) digitized violation images as indicated in PART III, SPECIFICATIONS, Item 5.2.4.*

INVITATION FOR BID ADDENDUM

PURCHASING OFFICE  
CITY OF ROUND ROCK, TEXAS

RFP No. **07-027** Addendum No. **1** Date of Addendum: **July 6, 2007**

The following items in the RFP identified above have been changed:

1. **PART III – SPECIFICATIONS, Page 9, Item 5.2.4 has been changed to read:**  
5.2.4           The City prefers images to be in color. Any exception to this specification shall be clearly noted in response.
  
2. **PART III – SPECIFICATIONS, Page 12, Item 7.3.8.3 has been changed to read:**  
7.3.8.3           Printed citations shall include three (3) digitized violation images as indicated in PART III, SPECIFICATIONS, Item 5.2.4.

All other terms and conditions of this RFP and specifications remain unchanged.

Approved by *Randy Barker, Purchasing Supervisor*           7/6/07

By the signatures affixed below, Addendum No. 1 and Addendum Attachment are hereby incorporated into and made a part of the above referenced RFP.

ACKNOWLEDGED

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF ROUND ROCK WITH YOUR SEALED RESPONSE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR PROPOSAL.**